Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIG Media Group, L.P.		06/30/2005	LIMITED PARTNERSHIP:
CURE Media Group, L.P.		06/30/2005	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tyron Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2603244	CLINICAL COLORECTAL CANCER
Registration Number:	2603243	CLINICAL LYMPHOMA
Registration Number:	2574774	CLINICAL BREAST CANCER
Registration Number:	2574773	CLINICAL LUNG CANCER
Registration Number:	2800273	CURE CANCER UPDATES, RESEARCH & EDUCATION

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2028350240

Email: daved.alexander@thomson.com

Luis Rodriguez c/o CSC Correspondent Name:

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Ste 3100

New York, NEW YORK 10036 Address Line 4:

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NAME OF SUBMITTER:	Daved Alexander
Signature:	/Daved Alexander/
Date:	08/15/2005
Total Attachments: 5 source=CIG Media Group - CURE Media G	roup - BofA#page2.tif roup - BofA#page3.tif roup - BofA#page4.tif

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of June 30, 2005, by CIG Media Group, L.P. and CURE Media Group, L.P. (individually, a "Pledgor," and collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the

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lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. <u>Termination</u>. Upon the release of the Collateral Agent's security interest in any Trademarks pursuant to the Second Lien Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in such Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. <u>Applicable Law</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, e curity Agreement to be executed and deforth above.	each Pledge elivered by	or has cau	used this Second Lien Trademark Seauthorized offer as of the date first set
	Very	truly you	urs,
			GROUP, L.P. A GROUP, L.P.
	•	Medical ole genera	Media Group, LLC, Il partner
	By:		11/a
•	·	Name: Title:	Dr. Vinay K. Jain Chief Executive Officer
Accepted and Agreed:			
BANK OF AMERICA, N.A. as Collateral Agent			
By:			
Title:			

[Signature Page to Second Lien Trademark Security Agreement]

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IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

CIG MEDIA GROUP, L.P. CURE MEDIA GROUP, L.P.

By: Medical Media Group, LLC, as sole general partner

By:			
	Name:		
	Title:		

Accepted and Agreed:

BANK OF AMERICA, N.A. as Collateral Agent

Ву:

Name: John A. Fulton Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

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SCHEDULE I TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

CIG Media Group, L.P.		
Owner	Registration Number	Trademark
Cancer Information Group, L.P.	2603244	CLINICAL COLORECTAL CANCER
Cancer Information Group, L.P.	2603243	CLINICAL LYMPHOMA
Cancer Information Group, L.P.	2574774	CLINICAL BREAST CANCER
Cancer Information Group, L.P.	2574773	CLINICAL LUNG CANCER
Cancer Information Group, L.P.	unregistered	Clinical Prostate Cancer
Cancer Information Group, L.P.	unregistered	Supportive Cancer Therapy

CURE Media Group, L.P.		
Owner	Registration Number	Trademark
Cancer Information Group, L.P.	2800273	C.U.R.E. Cancer Updates, Research, and Education

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RECORDED: 08/15/2005

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